

Exhibit 3

Page 1

1
2 UNITED STATES DISTRICT COURT
3 SOUTHERN DISTRICT OF NEW YORK
CASE NO. 13-CV-1432

- - - - -x

4 WILLIAM HENIG, on behalf of himself:
and all others similarly situated, :

5 :
Plaintiff, :

6 :
- against - :

7 :
QUINN EMANUEL URQUHART & SULLIVAN, :
8 LLP and PROVIDUS NEW YORK, LLC, :

9 :
Defendants. :

- - - - -x

10
11 233 Broadway
12 New York, New York
13 July 10, 2014
14 10:00 a.m.

15
16 PRIVILEGED - CONFIDENTIAL
17 SUBJECT PROTECTIVE ORDER
18

19
20 DEPOSITION of TODD RIEGLER, ESQ., held
21 at the above-mentioned time and place, before
22 Randi Friedman, a Registered Professional
23 Reporter and Notary Public within and for the
24 State of New York.
25

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2 BY MS. SCHULMAN:

3 Q Are you familiar with the contents of
4 the training materials and guidelines provided to
5 contract attorneys?

6 A No.

7 Q Who would be?

8 A Andrew Kutcher.

9 Q Let's just back up a second. You said
10 you manage the contract attorney staff in Quinn
11 Emanuel's New York office.

12 Is that contract attorneys directly
13 employed by Quinn Emanuel?

14 A Yes.

15 Q Are they also sometimes called staff
16 attorneys?

17 A They can be referred to as staff
18 attorneys.

19 Q And then there are also for projects,
20 temporary contract attorneys hired through
21 agencies?

22 A Correct.

23 Q And both Quinn contract attorneys and
24 temporary contract attorneys worked on the [REDACTED]
25 project?

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2 Q Under Review Setup No. 1.

3 A There is another question in there.

4 When I say that, "Will QE be billed resulting in
5 a standard markup to 320," by saying "standard
6 markup," we can deviate from that as well.

7 Q Okay. But his response is that there
8 should be a standard 320-dollar markup?

9 A That's what the response says.

10 Q Do you know what the client was
11 ultimately billed?

12 A I do.

13 Q What was that?

14 A I'm sorry. I don't. I don't recall
15 what contract attorneys were billed at in 2011.

16 Q Okay. Do you recall what they were
17 billed at in 2012?

18 A Yes.

19 Q What was that?

20 A \$68.50.

21 Q Do you know why they were billed at
22 \$68.50 as opposed to 320?

23 MR. GREENWALD: Objection. This
24 goes so far beyond the allowable scope of
25 discovery.

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2 Be admitted to a Bar in some U.S. jurisdiction.
3 Experience in structured finance litigation was
4 preferred, but not necessary. That's what I
5 recall at this time.

6 Q Did you come up with those criteria or
7 did someone else?

8 A I don't recall.

9 Q You have a question here about whether
10 Mr. Goldstein wanted to interview candidates.

11 What was the answer to that?

12 A I don't recall.

13 Q Do you know whether Quinn interviewed
14 candidates for the [REDACTED] document review project?

15 A We did interview.

16 Q Who did the interviews?

17 A Initially, the case team. And
18 eventually members of the second level review
19 team. And the case team may have assisted them
20 as well.

21 Q At what point did the members of the
22 second level review team start doing interviews?

23 A I don't recall.

24 Q In August 2012, were second level
25 review team members conducting interviews?

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2 A Yes.

3 Q And were they given at that time, any
4 guidelines about what to look for in the
5 interviews?

6 A Yes.

7 Q What were those?

8 A I don't recall.

9 Q Is there someone who would?

10 A Possibly.

11 Q Who might know?

12 A The second level review team.

13 Q The people who actually did the
14 interviews?

15 A Correct.

16 Q Who gave them the guidelines to use
17 for interviews?

18 A It could have been me. I just don't
19 recall.

20 Q What did you mean when you said,
21 "Reviewers are easily replaced, if necessary"?

22 A Where are we looking?

23 Q In the same section as the question
24 about interviews.

25 A It means that if a contract attorney

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2 here on the last page?

3 A Yes.

4 Q Do you recall having any
5 communications with Providus about his hire?

6 A Specifically Mr. Henig?

7 Q Yes.

8 A No.

9 Q Were all of the Quinn Emanuel staff
10 attorneys who worked on the [REDACTED] project,
11 admitted attorneys?

12 A I'm sorry; could you repeat the
13 question?

14 (Whereupon the reporter read back
15 the requested portion of the record.)

16 MR. GREENWALD: I'll object. This
17 is so far beyond whether or not Mr. Henig
18 was practicing law, which is the limit set
19 by Judge Abrams.

20 BY MS. SCHULMAN:

21 Q You can answer.

22 A Okay. One more time. I want to make
23 sure I give the right answer.

24 (Whereupon the reporter read back
25 the requested portion of the record.)

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2 THE WITNESS: No.

3 BY MS. SCHULMAN:

4 Q How many were not admitted attorneys?

5 A Two.

6 Q One of them was Michael Belgraier?

7 A Yes.

8 Q Who was the other one?

9 A Rakan Nazer.

10 Q Were they law school graduates?

11 A Yes. Yes.

12 Q When they were hired, had they passed
13 the Bar?

14 A I cannot answer with regard to Rakan
15 Nazer. Yes -- I'm sorry, wait. Repeat that
16 question again.

17 Q Had they passed the Bar exam?

18 A No.

19 Q Neither of them?

20 A I can't answer with regard to Rakan
21 Nazer.

22 Q But Mr. Belgraier had not?

23 A Yes.

24 Q Do you know why the QE staff attorneys
25 were billed at 250 per hour, and the contract

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2 Q Did the second level reviewers
3 supervise the first level reviewers?

4 MR. GREENWALD: Objection.

5 THE WITNESS: Could you be more
6 specific?

7 BY MS. SCHULMAN:

8 Q Did they give any instructions to the
9 first level reviewers?

10 A Could you be more specific?

11 Q Any work instructions.

12 A I don't know what instructions the
13 second level review team may have given or may
14 not have given to the reviewers.

15 Q If a first level reviewer had a
16 question about how to code a document, were they
17 supposed to ask a second level reviewer about
18 that?

19 A Yes.

20 Q And then were they supposed to follow
21 whatever answer the second level reviewer gave
22 them?

23 A Yes.

24 Q Was there a second level reviewer in
25 every room where first level reviewers were

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2 working?

3 A Yes.

4 Q Was there more than one in each room
5 or just one?

6 A In one room -- in at least one room,
7 there was more than one.

8 Q And what was the purpose of having a
9 second level reviewer -- at least one second
10 level reviewer in each room that the first level
11 reviewers were in?

12 A To be on hand. To troubleshoot
13 technology issues. To answer questions and
14 funnel questions as needed to the case team.

15 Q So if a first level reviewer asked a
16 second level reviewer a question that the second
17 level reviewer did not know the answer to, the
18 second level reviewer would forward it to the
19 associates or partners on the case?

20 A Yes.

21 Q Was there a privilege review after the
22 second level review?

23 MR. GREENWALD: Objection.

24 THE WITNESS: Yes.

25